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LOUIS M. HEIDELBERGER, ESQ.  
REED SMITH LLP  
2500 One Liberty Place  
1650 Market Street  
Philadelphia, PA 19103

EXAMINER

NGUYEN, CUONG H

ART UNIT

PAPER NUMBER

3625

DATE MAILED: 12/19/2002

Please find below and/or attached an Office communication concerning this application or proceeding.

# Office Action Summary

Application No.

09/814,682

Applicant(s)

Zaccaria et al.

Examiner

Cuong H. Nguyen

Art Unit

3625

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

## Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136 (a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

## Status

- 1) ☒ Responsive to communication(s) filed on Mar 21, 2002.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11; 453 O.G. 213.

## Disposition of Claims

- 4) ☒ Claim(s) 1-38 is/are pending in the application.
- 4a) Of the above, claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-38 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claims \_\_\_\_\_ are subject to restriction and/or election requirement.

## Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are objected to by the Examiner.
- 11) ☐ The proposed drawing correction filed on \_\_\_\_\_ is: a) ☐ approved b) ☐ disapproved.
- 12) ☐ The oath or declaration is objected to by the Examiner.

## Priority under 35 U.S.C. § 119

- 13) ☐ Acknowledgement is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d).
- a) ☐ All b) ☐ Some\* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\*See the attached detailed Office action for a list of the certified copies not received.

- 14) ☒ Acknowledgement is made of a claim for domestic priority under 35 U.S.C. § 119(e).

## Attachment(s)

- 15) ☒ Notice of References Cited (PTO-892) 18) ☐ Interview Summary (PTO-413) Paper No(s). \_\_\_\_\_
- 16) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948) 19) ☐ Notice of Informal Patent Application (PTO-152)
- 17) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s). \_\_\_\_\_ 20) ☐ Other:

**DETAILED ACTION**

1. This Office Action is the answer to the communication received on 3/21/2002 (the request for correction filing receipt); which paper has been placed of record.

2. Claims **1-38** are pending in this application.

**Drawings**

3. This application has been filed with drawings which are acceptable for examining purposes.

***Claim Rejections - 35 USC §101***

35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefore, subject to the conditions and requires of this title.

4. Claims **1-25** are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

The invention as recited in the claims is merely an abstract idea that is not within the technological arts. Mere abstract ideas that do not apply, involve, use the technological arts fail to promote the "progress of science and the useful arts" (i.e., the physical sciences as opposed to social sciences, for example) and therefore are found to be non-statutory subject matter.

Claimed invention (claims 1-25 are method claims) must be within the "technological arts" [**Bowman** (BPAI), 61 USPQ2d 1669, 6/12/2001].

Even mere recitation in the **preamble or mere suggestion** in the claim that a machine is performing some or all of the steps in the method is NOT ENOUGH to place claimed invention in the technological arts. The body of the claim must unambiguously recite that a machine/apparatus is performing the step(s) and/or is integrally involved in the process (i.e., a computer-implemented method) for the achieved effect (i.e., level of involvement, use, or advancement).

#### **Claim Rejections - 35 USC § 112**

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

5. Re. To claim 26: It is directed to "A computer-readable medium" having computer instructions to make decisions. However, there would be nothing happen (achieving final results) if the claimed "if" conditions fail/(not true), and the execution of this medium stalled. There are 5 "if" conditions and 1 "contingent" condition in claim 26. Therefore, this claim fails to "particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention".

6. Re. To claims 36-37: These claims are indefinite because there is no definition in these claims for a distinguishing level of exclusion; claimed languages, therefore, are vague and ambiguous.

#### Claim Objections

7. Claims 27-38 are objected because they are dependent on a rejected base claim 26.

#### Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this action

*(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.*

8. Claims 26-38 are rejected under 35 U.S.C. 103(a) as being unpatentable over "New CIGNA Power Products Unit" in view of Insurance Service Office, Denis Kane, Fitzgerald, and further in view of Rodda et al., and Riegel et al.

These claims represent obvious subject mater to one of ordinary skill in the art of a method being implemented on a computer-readable medium (e.g., a floppy disk), and claims 1-25 are rejected on the same rationales and above references.

A. Re. To claim **26**: It is directed to a computer-readable medium comprising computer-executable instructions for preparing a contingent benefit for reducing an electric power-related risk, comprising:

- instructions for designating data indicative of at least one factor associated with said supplying of electric power and for identifying if an unplanned failure to supply said electric power which occurs is a qualifying failure;
- instructions for designating data indicative of a compensation which will reduce said assumed risk if an un-planned at least partial failure to supply said electric power occurs and is determined to be a qualifying failure; and
- instructions for generating a document associated with said contingent benefit.

The examiner submits that the following cited references obviously suggest above limitations, which are merely implemented into a floppy disk, e.g.:

- See "CIGNA Property & Casualty Launches **New CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.1, para. 2, and 8-10; and pg.2 para.4.

- See "Business Interruption Boiler and Machinery Coverage" by **Insurance Service Office, Inc.**(1994), page XI.D.7.

- "Spring, '98 the presentation slides in CIGNA 's seminar" by Denis **Kane** (President of Special Risk Facilities), pg. 3 Fig.2, page 5 Figs.1-2, & pg.4 Fig.1.

- **Fitzgerald**, "Not so risky business", Chemical Marketing Reporter (published on 7/15/1996), page 3, para.2-3.

- **Rodda** et al., "Commercial Property Risk Management and Insurance - Vol I", pp. 282,284 (3<sup>rd</sup> edition, 1988); these pages suggest that an insurance covers only losses resulting from the suspension of destruction of the insured's operations caused by damage or destruction of property at the specified contingent business property locations.

- **Riegel** et al., "Insurance Principles and Practices - Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

It would have been obvious to one of ordinary skill in the art at the time of invention to implement a method of insurance a particular electrical power into a floppy disk with suggestions from "**New CIGNA Power Products Unit**", **Insurance Service Office**, Denis **Kane**, **Fitzgerald.**, **Rodda** et al., and **Riegel** et al.'s references, because these information are specifically related in that electrical insurance endeavor for consultation, one MUST logically do in insurance business at least for efficiency and storage/retrieve purposes.

B. Re. To claim 27: The computer medium of claim 26, wherein said risk is a financial risk.

The examiner submits that any loss/gain would be more or less related to money. Therefore, for supplying of electrical utility, artisan would understand that money would be involved for a financial risk.

C. Re. To claim 28: The computer medium of claim 27, wherein said compensation comprises supplying substitute power.

The examiner submits that the following cited reference indicates above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches **New CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.1, para. 2, and 8-10; and pg.2 para.4.

D. Re. To claim 29: The computer medium of claim 27, wherein said compensation comprises financial compensation. The examiner submits that this limitation is obvious in insurance field since any compensation would relate to money after all (please note that time and energy are also money).

E. Re. To claim 30: The computer medium of claim 29, wherein said financial compensation is dependent upon a market price for replacement power.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches **New CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.1, para.8.



- See **Rodda** et al., "Commercial Property Risk Management and Insurance - Vol I", pp. 24-26 & 280-286 (3<sup>rd</sup> edition, 1988).
- See **Riegel** et al., "Insurance Principles and Practices - Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

The examiner also submits that this limitation is obvious in insurance field which is a market-driven dependency; therefore one with skill in the art would know that replacement power would be based upon current market price for economic competitiveness.

F. Re. To claim 31: The computer medium of claim 30, wherein said financial compensation is dependent upon a price for supplied power.

It would be obvious for artisan to understand that a compensation is dependent upon a price of supplied power as in any insurance policy, that is price/financial cost is used for all calculations as cost units.

G. Re. To claim 32: The computer medium of claim 26, wherein said benefit conferring obligation caps said compensation provided. The examiner submits that this limitation is obvious in insurance fields, that is a benefit normally has its ceiling; it logically couldn't go pass that determined threshold benefit according to an insurance policy.

H. Re. To claim 33: The computer medium of claim 26, wherein at least one factor comprises a power capacity. This limitation is logically obvious because power capacities are

normally taken into account in writing a policy about energy-supply insurance (e.g., insurance premium is different for a one-axis sedan compared to a two-axis one (4WD), or compared to a tractor).

I. Re. To claims 34-35: The computer medium of claim 33, wherein said at least one factor further comprises a power aggregate capacity deductible.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches **New CIGNA Power Products Unit**", PR Newswire Association (7/27/1998).

- See "**Business Interruption Boiler and Machinery Coverage**" (1997), page 286.

- See Rodda et al., "Commercial Property Risk Management and Insurance - Vol I", pp. 24-26 & 280-286 (3<sup>rd</sup> edition, 1988):

- See Riegel et al., "Insurance Principles and Practices-Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

M. Re. To claim 38: The computer medium of claim 26, wherein the benefit conferring obligation is effective for a given time period.

This limitation is obvious because everything must has a limit; e.g., a check/coupon is only valid for a limit time; an insurance policy only is effective during a defined period wherein both sides agree to.

N. Re. To claim 15: The method of claim 1, wherein said party supplying electronic power is utility.

The examiner submits that the following cited reference indicates above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches New **CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.1, para.8.

O. Re. To claim 16: The method of claim 1, wherein said a party supplying said electric power is a power re-marketer.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches New **CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.1, para.8.

- See Rodda et al., "Commercial Property Risk Management and Insurance - Vol I", pp. 24-26 & 280-286 (3<sup>rd</sup> edition, 1988).

- See Riegel et al., "Insurance Principles and Practices - Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

P. Re. To claim 17: The method of claim 1, wherein an electric power supplier is a load aggregator.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches New **CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.2, para. 4.

- See **Rodda** et al., "Commercial Property Risk Management and Insurance - Vol I", pp. 24-26 & 280-286 (3<sup>rd</sup> edition, 1988).

- See **Riegel** et al., "Insurance Principles and Practices - Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

Q. Re. To claim 18: The method of claim 1, wherein a qualifying event comprises a failure of electric power transmission.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches New **CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.1, para.9.

- See "Spring, '98 the presentation slides in CIGNA 's seminar" by Denis **Kane** (President of Special Risk Facilities), pg.4 Fig.1.

- See **Rodda** et al., "Commercial Property Risk Management and Insurance - Vol I", pp. 24-26 & 280-286 (3<sup>rd</sup> edition, 1988).

- See **Riegel** et al., "Insurance Principles and Practices - Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

R. Re. To claim 19: The method of claim 1, wherein said qualifying event comprises a failure of electric power generation.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches New **CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.1, para.7, and 9.

- See "Spring, '98 the presentation slides in CIGNA 's seminar" by Denis **Kane** (President of Special Risk Facilities), pg.4 Fig.1.

- See **Rodda** et al., "Commercial Property Risk Management and Insurance - Vol I", pp. 24-26 & 280-286 (3<sup>rd</sup> edition, 1988).

- See **Riegel** et al., "Insurance Principles and Practices - Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

S. Re. To claim 20: The method of claim 1, wherein said qualifying event comprises a failure to perform an underlying power supply contract.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches New **CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.1, para.9.

- See "Spring, '98 the presentation slides in CIGNA 's seminar" by Denis **Kane** (President of Special Risk Facilities), pg.6 Fig.1.

- See **Rodda** et al., "Commercial Property Risk Management and Insurance - Vol I", pp. 24-26 & 280-286 (3<sup>rd</sup> edition, 1988).

- See **Riegel** et al., "Insurance Principles and Practices - Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

T. Re. To claim 21: The method of claim 1, wherein said qualifying event comprises a control area intervention.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "Spring, '98 the presentation slides in CIGNA 's seminar" by Denis **Kane** (President of Special Risk Facilities), pg.4 Fig.1.

- See **Rodda** et al., "Commercial Property Risk Management and Insurance - Vol I", pp. 24-26 & 280-286 (3<sup>rd</sup> edition, 1988):

- See **Riegel** et al., "Insurance Principles and Practices - Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

U. Re. To claim 22: The method of claim 21, wherein an unplanned outage is associated with said qualifying event.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches New **CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.1, para.9.

- See "Spring, '98 the presentation slides in CIGNA 's seminar" by Denis **Kane** (President of Special Risk Facilities), pg.4 Fig.1.

- See **Fitzgerald**, "Not so risky business", Chemical Marketing Reporter (published on 7/15/1996), page 3, para.3.

- See **Rodda** et al., "Commercial Property Risk Management and Insurance - Vol I", pp. 24-26 & 280-286 (3<sup>rd</sup> edition, 1988).

- See **Riegel** et al., "Insurance Principles and Practices - Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

The examiner submits that this limitation is also obvious because an un-planned power outage is reasonably and broadly in a same category of qualifying events already covers for insured purposes; therefore, claimed "un-planned outage" to be associated with a "qualifying event" is unnecessary and redundant for this invention.

V. Re. To claim 23: The method of claim 21, wherein an un-planned derate is associated with said qualifying event.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches New **CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.1, para.9.

- See "Spring, '98 the presentation slides in CIGNA 's seminar" by Denis **Kane** (President of Special Risk Facilities), pg.4 Fig.1.

- See **Rodda** et al., "Commercial Property Risk Management and Insurance - Vol I", pp. 24-26 & 280-286 (3<sup>rd</sup> edition, 1988).

- See **Riegel** et al., "Insurance Principles and Practices - Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

The examiner also submits that this limitation is obvious because the un-planned derate is in a same category of qualifying events already covers the association of a qualifying event; therefore, claimed "un-planned derate" to be associated with a "qualifying event" is un-necessary and redundant for this invention.

X. Re. To claims 1, 12: The examiner submits that it contains similar claimed limitations of rejected claim **26**; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

Y. Re. To claim 2: The examiner submits that it contains similar claimed limitations of rejected claim **27**; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

Z. Re. To claim 3: The examiner submits that it contains similar claimed limitations of rejected claim **28**; therefore,



similar rationales and references are applied for 35 USC 103(a) rejections.

AA. Re. To claim 4: The examiner submits that it contains similar claimed limitations of rejected claim 29; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AB. Re. To claim 5: The examiner submits that it contains similar claimed limitations of rejected claim 30; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AC. Re. To claim 6: The examiner submits that it contains similar claimed limitations of rejected claim 31; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AD. Re. To claim 7: The examiner submits that it contains similar claimed limitations of rejected claim 32; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AE. Re. To claim 8: The examiner submits that it contains similar claimed limitations of rejected claim 33; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AF. Re. To claim 9: The examiner submits that it contains similar claimed limitations of rejected claim 34; therefore,

similar rationales and references are applied for 35 USC 103(a) rejections.

AG. Re. To claim 10: The examiner submits that it contains similar claimed limitations of rejected claim 35; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AG. Re. To claim 11: The examiner submits that it contains similar claimed limitations of rejected claim 34; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AH. Re. To claim 12: The examiner submits that it contains similar claimed limitations of rejected claim 26; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AI. Re. To claim 13: The examiner submits that it contains similar claimed limitations of rejected claim 36; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AK. Re. To claim 14: The examiner submits that it contains similar claimed limitations of rejected claim 37; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AL. Re. To claim 15: The examiner submits that it obviously suggests a limitation in cited references for rejected claim 26 (an electric supplier is a utility power); therefore,

similar rationales and references are applied for 35 USC 103(a) rejections.

AM. Re. To claim 24: The method of claim 1, wherein said establishing a relationship between a party assuming a risk and another party comprises establishing an insurance policy.

The examiner submits that it obviously contains similar claimed limitation of rejected claim 26; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AN. Re. To claim 25: The examiner submits that it contains similar claimed limitations of rejected claim 38; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

#### ***Conclusion***

9. Claims 1-38 are not patentable.

10. These references are considered pertinent to applicants' disclosure:

A. CIGNA announces products to insure against price swings in power market (published on 8/07/1998).

This prior art shows that no inventive concept was made from the pending application. It describes about an insurance product produced by Cigna Insurance. This product is targeted to regulated utilities and power marketers in addition to independent power producers.

B. Nuclear power plants soon will have two cover choices,  
Journal of Commerce, New York (published on 8/28/1980).

This prior art shows that no inventive concept was made from the pending application. It describes about development of power replacement insurance policies for electrical utility companies. The company created to issue the policies is identified as Nuclear Electrical Insurance Ltd. (NEIL). This article states in column 2 that "... proposed almost concurrently last year was the embryo of a mutual insurance company covering the cost of replacing power which an electrical utility must supply to customers if its nuclear generating unit shuts down.". Moreover, certain deductibles and rates of indemnity were discussed (see example of electrical power replacement policy in "Nuclear Electric Insurance Limited Business Interruption and Extra Expense Insurance Policy effective from 9/15/1995-9/15/1996"; this policy was sold and in effect during a enforced period).

C. Northeast Utilities 1997 10-K report, published on 3/19/1998.

This prior art shows that no inventive concept was made from the pending application. It describes that Northeast Utilities had an electrical power replacement policy during 1997.

D. Rochester as & Electric Corp. 1997 10-K report, published on 2/11/1998.

This prior art shows that no inventive concept was made from the pending application. It describes that Rochester Gas & Electric had an electrical power replacement policy in 1997.

E. Madison Gas & Electric Co. 1993 10-K report, published on **3/31/1994**.

This prior art shows that no inventive concept was made from the pending application. It describes about Madison Gas & Electric had an electrical power replacement policy in 1993.

F. Kansas City Power & Light Co. 1997 report, published on **3/13/1998**

This prior art shows that no inventive concept was made from the pending application. It describes that Kansas City Power & Light had an electrical power replacement policy during 1997.

G. "CIGNA Property & Casualty Launches New CIGNA Power Products Unit", PR Newswire Association (7/27/1998); pg.1, para. 2, and 8-10.

H. "Business Interruption Boiler and Machinery Coverage" by Insurance Service Office, Inc.(1994), page XI.D.7.

I. "Spring, '98 the presentation slides in CIGNA 's seminar" by Denis Kane (President of Special Risk Facilities), page 3 Fig.2, page 5 Figs.1-2.

K. Fitzgerald, "Not so risky business", Chemical Marketing Reporter (published on 7/15/1996), page 3, para.2-3.

L. Rodda et al., "Commercial Property Risk Management and Insurance - Vol I", pp. 282,284 (3<sup>rd</sup> edition, 1988); these pages have the idea of insurance covers only losses resulting from the suspension of destruction of the insured's operations caused by damage or destruction of property at the specified contingent business property locations.

M. Riegel et al., "Insurance Principles and Practices - Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

The claimed subject matter is nothing more than a direct application of conventional and well-known principles in the insurance industry. Above cited prior art specifically show all of the essential features recited in the claims. Any other features not specifically noted would clearly have been obvious to one having ordinary skill in this particular field of activity. Therefore, all of the pending claims 1-38 lack of an inventive step as obvious in view of the cited prior art.

11. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Cuong H. Nguyen whose telephone number is 703-305-4553. The examiner can normally be reached on Mon.-Fri. from 7:00 AM to 3:15 PM (EST).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Ms. Wynn Coggins, can be reached on (703) 308-1344.

Any response to this action should be mailed to:

Amendments

***Commissioner of Patents and Trademarks***  
***Washington D.C. 20231***

or faxed to:

(703)305-7687 [Official communications; including  
After Final communications labeled  
"Box AF"]

703-746-5572 (RightFax) Informal/Draft communications,  
labeled  
"PROPOSED" or "DRAFT"]

Hand delivered responses should be brought to Crystal  
Park 5, 2451 Crystal Drive, Arlington, VA, 7<sup>th</sup> floor  
receptionist.

Any inquiry of a general nature or relating to the  
status of this application or proceeding should be directed  
to the Receptionist whose telephone number is (703)308-1113.

*Cuong Nguyen*

Dec. 15, 2002